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R e m a r k s

Claims 1-20 are pending in the application.

The Examiner has required cancellation of non-elected claims 8-16 and 20.

Claims 1-7 and 17-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bouret et al. (Pub. No.: US 2002/0101879 A1, hereinafter Bouret) in view of Reynolds et al. (US 7225244 B2, hereinafter Reynolds).

Each of the various rejections and objections are overcome by amendments that are made to the specification, drawing, and/or claims, as well as, or in the alternative, by various arguments that are presented.

Any amendments to any claim for reasons other than as expressly recited herein as being for the purpose of distinguishing such claim from known prior art are not being made with an intent to change in any way the literal scope of such claims or the range of equivalents for such claims. They are being made simply to present language that is better in conformance with the form requirements of Title 35 of the United States Code or is simply clearer and easier to understand than the originally presented language. Any amendments to any claim expressly made in order to distinguish such claim from known prior art are being made only with an intent to change the literal scope of such claim in the most minimal way, i.e., to just avoid the prior art in a way that leaves the claim novel and not obvious in view of the cited prior art, and no equivalent of any subject matter remaining in the claim is intended to be surrendered.

Also, since a dependent claim inherently includes the recitations of the claim or chain of claims from which it depends, it is submitted that the scope and content of any dependent claims that have been herein rewritten in independent form is exactly the same as the scope and content of those claims prior to having been rewritten in independent form. That is, although by convention such rewritten claims are labeled herein as having been "amended," it is submitted that only the format, and not the content, of these claims has been changed. This is true whether a dependent claim has been rewritten to expressly include the limitations of those claims on which it formerly depended or whether an independent claim has been rewritten to include the limitations of claims that previously depended from it. Thus, by such rewriting no equivalent of any subject matter of the

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original dependent claim is intended to be surrendered. If the Examiner is of a different view, he is respectfully requested to so indicate.

Although Applicants disagree with the Examiner's characterization of the prior art with respect to the limitations added to Applicants' claims 1 and 17 in Applicants' Response to the Office Action dated October 5, 2006, Applicants have herein amended claims 1 and 17 to remove the limitations initially added to Applicants' claims 1 and 17 in Applicants' Response to the Office Action dated October 5, 2006. It should be noted that the limitation "wherein, based on at least one identified condition, said open API server requests modification of at least one of said service contract implementation parameters" was initially added to claim 1 in a Response to the Office Action dated October 5, 2006. Similarly, it should be noted that the limitation "receiving, from one of said open API servers, at least one request to modify at least one of said local service contract terms associated with said one of said open API servers" was initially added to claim 17 in a Response to the Office Action dated October 5, 2006. Thus, the present Response has the effect of withdrawing the amendments and arguments associated with these limitations that were presented in Applicants' Response dated December 4, 2006.

Elections/Restrictions

The Examiner has required cancellation of non-elected claims 8-16 and 20.

Although Applicants maintain their traversal of the restriction requirement, Applicants have herein cancelled claims 8-16 and 20. Applicants reserve the right to pursue the cancelled claims in one or more divisional or continuation applications.

Rejection Under 35 U.S.C. 103

Claims 1 – 7 and 17 – 19:

Claims 1-7 and 17-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bouret in view of Reynolds. The rejection is traversed.

Bouret and Reynolds, alone or in combination, fail to teach or suggest Applicants' invention of independent claims 1 and 17, and thus dependent claims 2-7 and 18-19, as a whole. Namely, Reynolds and Bouret, alone or in combination, fail to teach or suggest at least the limitations of "wherein said proxy sends service contract implementation

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parameters to said open API server, wherein the implementation parameters sent to the open API server direct the open API server to implement local service contract terms," as claimed in Applicants' claim 1.

Bouret discloses a system for providing services from external service providers to clients associated with a data communication network. As disclosed in Bouret, external service providers signal service offers to an interface entity (reference numeral 2 in Figure 1 of Bouret) of the data communication network. Upon receiving a service offer, the interface entity decides whether to accept the service offer and, if accepted, the interface entity adds the service to a register of services available to the client. Additionally, when a client wishes to use a service, a request for service is signaled to the interface entity, which processes the request in order to find a matching service in the register of available services. If a matching service is found, that service is requested from an external service provider providing the matching service. (Bouret, Abstract). Bouret further discloses that a proxy server (reference numeral 6 in Figure 1 of Bouret) facilitates communications between the interface entity and the external service providers.

In other words, Bouret is directed toward enabling clients to discover which services are available from a plurality of external service providers, and enables the clients to request such services that are available from external service providers. However, although Bouret discloses an interface entity and a proxy server, Bouret fails to teach or suggest that a proxy sends service contract implementation parameters to an open API server, wherein the implementation parameters sent to the open API server direct the open API server to implement local service contract terms, as claimed in Applicants' claim 1.

Rather, with respect to proxy server 6, Bouret merely indicates that the register of services that are available from the external service providers may be stored on proxy server 6 instead of interface entity 2. (Bouret, Para. 0042, 0047, and 0050). In this case, service offers may be sent from external service providers to proxy server 6. The transmission of service offers from an external service provider to a proxy server, as disclosed in Bouret, is not sending of service contract implementation parameters from a proxy to an open API server, as claimed in Applicants' claim 1.

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Additionally, with respect to proxy server 6, Bouret states that when a user of an application wants to use a service provided by an external service provider, a SIP message may be routed to the proxy server, which processes the SIP message and looks for an appropriate third party service provider. Furthermore, Bouret discloses that after an appropriate external service provider is found, the proxy server 6 may forward the message directly to the third party service provider or a proxy server of the external service provider. (Bouret, Para. 0055).

In other words, as disclosed in Bouret, proxy server 6 merely performs selection of one of a plurality of external service providers to which a request for service may be routed. The sending of a service request message from a proxy server to a selected one of a plurality of external service providers, as taught in Bouret, is not sending of service contract implementation parameters from a proxy to an open API server, much less sending of service contract implementation parameters from a proxy to an open API server wherein the implementation parameters sent to the open API server direct the open API server to implement local service contract terms, as claimed in Applicants' claim 1.

Bouret is devoid of any teaching or suggestion that a proxy sends service contract implementation parameters to an open API server, much less that a proxy sends service contract implementation parameters to an open API server where the implementation parameters sent to the open API server direct the open API server to implement local service contract terms, as claimed in Applicants' claim 1. Thus, Bouret fails to teach or suggest Applicants' claim 1, as a whole.

Furthermore, Reynolds fails to bridge the substantial gap between Bouret and Applicants' claim 1.

Reynolds discloses a common command interface (CCI) that provides an interface abstraction allowing network device applications to maintain one set of code for each command regardless of which command interface (e.g., web, CLI, NMS, etc.) initiates the command. In other words, the command code in each application may be shared across multiple command interfaces, thereby allowing new applications including additional commands to be added to a network device and existing applications to be dynamically upgraded to include new and/or modified commands without having to modify the CCI. Thus, the network device may provide the increased flexibility of having

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multiple command interfaces while minimizing the complexity required to maintain commands across those interfaces. (Reynolds, Abstract).

Reynolds, however, alone or in combination with Bouret, fails to teach or suggest Applicants' claim 1, as a whole. Namely, Reynolds fails to teach or suggest at least the limitations of "wherein said proxy sends service contract implementation parameters to said open API server, wherein the implementation parameters sent to the open API server direct the open API server to implement local service contract terms," as claimed in Applicants' claim 1. Rather, although Reynolds discusses APIs, Reynolds merely describes the use of APIs for registering commands with a common command interface and responding to commands forwarded by the common command interface. Reynolds fails to teach or suggest a proxy sending service contract implementation parameters to an open API server that direct the open API server to implement local service contract terms, as claimed in Applicants' claim 1.

As such, Bouret, alone or in combination with Reynolds, fails to teach or suggest at least the limitation of "wherein said proxy sends service contract implementation parameters to said open API server, wherein the implementation parameters sent to the open API server direct the open API server to implement local service contract terms," as claimed in Applicants' claim 1. Furthermore, there is no motivation or suggestion to combine the teachings of Bouret and the teachings of Reynolds. Specifically, one skilled in the art of open API servers simply would not look to the teachings of Bouret for combination with the teachings of Reynolds. Similarly, one skilled in the art simply would not look to the teachings of Reynolds for combination with the teachings of Bouret. The teachings of Bouret have nothing to do with the teachings of Reynolds. As such, there is simply no motivation or suggestion to combine the teachings of Reynolds and Bouret.

The test under 35 U.S.C. 103 is not whether an improvement or a use set forth in a patent would have been obvious or non-obvious; rather the test is whether the claimed invention, considered as a whole, would have been obvious. Thus, it is impermissible to focus either on the "gist" or "core" of the invention. Moreover, the invention as a whole is not restricted to the specific subject matter claimed, but also embraces its properties

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and the problem it solves. Reynolds and Bouret, alone or in combination, fail to teach or suggest Applicants' claim 1, as a whole.

As such, independent claim 1 is patentable over Bouret in view of Reynolds under 35 U.S.C. 103(a). Furthermore, independent claim 17 recites relevant limitations similar to those recited in independent claim 1. Accordingly, for at least the same reasons discussed above, Applicants submit that independent claim 17 is also non-obvious and is patentable over Bouret in view of Reynolds under 35 U.S.C. 103. Furthermore claims 2-7 and 18-19 depend, directly or indirectly, from independent claims 1 and 17 while adding additional elements. Therefore, these dependent claims also are non-obvious and are patentable over Bouret in view of Reynolds under 35 U.S.C. 103 for at least the same reasons discussed above in regards to independent claims 1 and 17.

As such, Applicants' claims 1-7 and 17-19 are patentable over Bouret in view of Reynolds under 35 U.S.C. 103(a). Therefore, the rejection should be withdrawn.

Secondary References

The secondary references made of record are noted. However, it is believed that the secondary references are no more pertinent to Applicants' disclosure than the primary references cited in the Office Action. Therefore, Applicants believe that a detailed discussion of the secondary references is not necessary for a full and complete response to this Office Action.

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<u>Conclusion</u>

It is respectfully submitted that the Office Action's rejections have been overcome and that this application is now in condition for allowance. Reconsideration and allowance are, therefore, respectfully solicited.

If, however, the Examiner still believes that there are unresolved issues, the Examiner is invited to call Michael Bentley or Eamon Wall at (732) 530-9404 so that arrangements may be made to discuss and resolve any such issues.

Respectfully submitted,

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